

Craig Friemel
Senior Vice President



RECORDATION NO. 20651 FILED

APR 22 '97

2-08PM

APR 22 2 06 PM '97

RECEIVED
SURFACE TRANSPORTATION
BOARD

April 4, 1997

Secretary, Interstate Commerce Commission
12th and Constitution Avenue NW
Room 2303
Washington, D.C. 20423

Dear Secretary:

I have enclosed an original and one certified copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

This document is a Railroad Car Lease Agreement, a primary document, dated the 20th day of March, 1997.

The names and addresses of the parties to the documents are as follows:

Lessor: ITG, Inc.
106 North Main
Victoria, Texas 77901

Lessee: Wedron Silica Company
South Olive Street
Wedron, Illinois 60557

A description of the equipment covered by the document is as follows: 14 100-ton capacity covered hopper railway cars, as more particularly described on the list attached hereto as Exhibit A.

A fee of \$24.00 is enclosed. Please return the original and any extra copies not needed by the commission for recordation to Craig G. Friemel at First Victoria National Bank, P. O. Box 1338, Victoria, Texas 77902.

A short summary of the document to appear in the index follows: Railroad Car Lease Agreement between ITG, Inc., 106 North Main, Victoria, Texas, and Wedron Silica Company, South Olive Street, Wedron, Illinois 60557, dated March 20, 1997, and covering 14 100-ton capacity railway cars, initial numbers 11500 through 11513, inclusive.

One DeLeon Plaza
P.O. Box 1338
Victoria, Texas 77902
512/573-6321

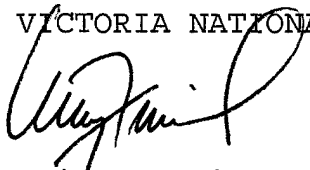
Colony Creek Branch
1206 N. John Stockbauer
Victoria, Texas 77901
512/573-1088

North Branch
7001 N.E. Zac Lentz Pkwy.
Victoria, Texas 77904
512/573-1993

Secretary, Interstate Commerce Commission
Page 2
April 4, 1997

Very truly yours,

FIRST VICTORIA NATIONAL BANK

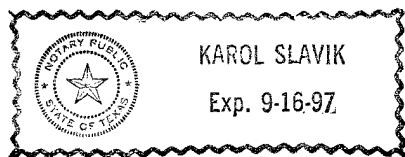


By: Craig G. Friemel
Senior Vice President

STATE OF TEXAS §

COUNTY OF VICTORIA §

This instrument was acknowledged before me on April 7, 1997, by
Craig G. Friemel, as Senior Vice President of First Victoria National
Bank.





Notary Public, State of Texas

EXHIBIT A

Car Initial Numbers:	11500 through 11513; inclusive
Car Series Marks:	ITGX
Class of Cars:	LO/C-111
Number of Cars:	Fourteen (14)
Capacity of Cars:	100-ton capacity; 2,980 cu. ft.

APR 22 '97

2-06 PM

RAILROAD CAR LEASE AGREEMENT

This agreement, No. ITG-2384, made and entered into March 20, 1997, by and between ITG, INC., a Texas Corporation with its principal office and place of business in Victoria, Texas. (herein called "LESSOR") and Wedron Silica Company, an Ohio Corporation with its principle office and place of business in Wedron, Illinois, (herein called "LESSEE").

WITNESSETH:

**Description
of Leased
Cars:**

1. Lessor agrees to furnish to Lessee, and Lessee agrees to rent from Lessor, the railroad cars shown on Rider No. 1, attached hereto and made a part of hereof, cars, and such additional Riders as may be added to hereto from time to time by mutual agreement of the parties and signed by each of their duly authorized representatives. Each Rider shall set forth a brief description of the car, or cars, car initials and numbers, the Association of American Railroads ("AAR") or Surface Transportation Board ("STB") specifications, cubic capacity, truck capacity, delivery point, rental term throughout which the cars shall remain in Lessee's service, and other pertinent information that may be desired by both parties.

Use of Cars:

2. Lessee agrees to use said cars under the following

(1)

restrictions:

(a) The cars will be delivered to Lessee F.O.T.

Lessor's Home Contract shop, consigned per Lessee' instructions, and Lessee agrees such cars shall be used and operated at all times in compliance with all lawful acts, rules, regulations, and orders issued by the railroads on which the cars are operated and government agencies.

(b) At the expiration or termination of the rental term of the particular Rider applicable to each such car described in such Rider, Lessee shall cause said cars to be returned freight prepaid to Lessor at a point so designated by Lessor not exceeding the mileage distance from the point where initial delivery was originally taken. Mileage in excess of this distance is for the account of the Lessor.

(c) At the request of the Lessor, the Lessee agrees to provide the Lessor up to 120 days free storage upon expiration of the initial lease term or extension thereof.

(d) Lessor will cause all cars to be delivered to Lessee in A.A.R. Interchange condition and ready for Lessee's intended service. The cars covered hereby

shall be returned to Lessor in a similar condition except for ordinary wear and tear. Any dispute on car condition will be resolved through binding arbitration. Each party shall choose an independent arbitrator who shall be a qualified rail car inspector. If these arbitrators fail to agree, they shall choose a third arbitrator who shall be mutually agreeable to both parties. The cost of any arbitrator shall be equally borne by Lessor and Lessee.

(e) Lessee agrees the cars will not be altered or modified and no advertising or logos shall be applied to any such car without the approval of Lessor.

(f) Lessee agrees the cars are intended only for use in transporting the following commodity: Sand Products. The use of these cars for any other purpose is not permitted without prior written approval of Lessor, which will not be unreasonably withheld.

(g) Lessee agrees that the cars will be operated only within the confines of the market area in the United States.

Rent:

3. Lessee agrees to pay Lessor one month in advance the monthly rental as stated in the applicable Rider for

each particular group of cars. Term rental will commence on the first day of the first full month all cars are in service. Interim monthly rentals shall be prorated to include any partial months that the cars may be in service. Such rental shall be paid monthly to Lessor in Victoria, Texas or in such other place as Lessor may hereafter direct in writing.

**Term of
Lease:**

4. The term of this Lease shall commence the date all cars are delivered to the Lessee and terminate no earlier than sixty (60) months or, as stated in the applicable Rider for each particular group of cars from such date, unless this contract is extended or renewed in writing by mutual agreement, or a new contract is executed, or changed by addition of Riders.

**Repair and
Maintenance:**

5. This lease is a Full A.A.R. Running Repair Maintenance Lease. Lessor will perform or cause to be performed and pay for all running repairs (as specified in the Association of American Railroads Rules for Interchange). The amount Lessor will pay for such running repairs shall not be in excess of the published car billing (Office Manual - AAR), in effect at the time the repair is made, provided by the Association of American Railroads. Except for running repairs, the

Lessee shall not repair, or authorize the repair of, any of the cars without Lessor's prior written consent which shall be promptly given.

If any repairs are required as a result of Rule 95 damage, the misuse by or negligence of Lessee, its consignee, agent, or sublessee, or while on a railroad that does not subscribe to or fails to meet its responsibility under the Interchange Rules of the AAR, or while on any private or industrial railroad, the rental charge shall continue during the rental period, and Lessee agrees to pay Lessor for the cost of such repairs. It is understood that no rental credits will be issued for cars in a shop for repairs which are Lessee's responsibility.

Lessee is responsible to maintain and repair loading hatches, hatch covers, discharge gates, and their operating mechanisms.

**Destruction
of Car:**

6. If any car, while under the control of the Lessee, is completely destroyed, or in the opinion of Lessee and Lessor, such car's physical condition is such that it cannot be economically repaired to be operated in railroad service, Lessee will pay Lessor full settlement value. The term "settlement value" as used herein shall

mean the valuation of such cars as set forth in the Rider No. 02 attached hereto and made a part hereof. Upon payment of "settlement value" this lease will terminate with respect to that car. If the parties are unable to agree regarding the repair or regarding the destruction, they shall utilize the same procedures set forth in Paragraph 2 (d) hereof regarding arbitration by independent railroad inspectors.

**Excessive
Mileage:**

7. Lessee agrees to pay Lessor \$.03 per mile for all miles in excess of 50,000 miles per car per year; such excess mileage is to be computed annually by Lessor.

**Mileage
Equalization:**

8. Lessee agrees to reimburse Lessor for any payment Lessor may be required to make to any railroad, due to mileage equalization where applicable, resulting from excess empty mileage incurred by the cars on such railroad. For the purpose of this section the railroad mileage and junction reports shall be primal facie evidence of the facts reported therein. In addition, if Lessor is required to make any payments to a railroad resulting from the empty movement of any of the cars while they are in Lessee's service, Lessee agrees to reimburse Lessor for such payments.

**Mileage
Earnings:**

9. Mileage earnings on the cars described in the attached Riders are for the account of the Lessee. As those payments

are received by the Lessor from carriers, those earnings will be documented and payments from the Lessor to Lessee will be promptly issued upon each occurrence.

Indemnity:

10. Lessee will indemnify Lessor against any loss, damage, claim expense (including attorney's fees and expenses of litigation), or injury imposed on, incurred by, or asserted against Lessor arising directly or indirectly out of Lessee's, its consignee's agents, or shippers' use, lease, possession, or operation of the cars during the term of the Lease, or by the contents of such cars, however occurring, except any loss, liability, claim, damage or expense for which a railroad or railroads have assume full responsibility and have satisfied such responsibility. All indemnities contained in the Agreement shall survive the termination hereof, however same shall occur. Nothing herein shall be construed as an indemnification against Lessor's negligence.

Insurance:

11. Lessee shall, at its own cost and expense, at all times, maintain and furnish Lessor with evidence of insurance as follows:

- (a) General Liability Insurance in the minimum amount of One Million Dollars (\$1,000,000.00) covering any

loss or claim for damage arising out of or incurred in connection with the use, maintenance, or operation of the cars covered by this Agreement.

- (b) All risk insurance covering physical damage to the cars to the full amount of the value of the car according to Rider No. 02. Lessee will effect physical loss insurance coverage prior to the receipt of the cars for service. All such insurance shall name Lessor and First Victoria National Bank or any other lien holder designated by Lessor as additional insured. Lessee's obligation to maintain insurance with respect to each car shall continue until the lease thereof is terminated and, if such car is required hereunder to be returned to Lessor, until such return.

**Additional
Charges by
Railroad:**

12. All freight or demurrage or other charges made by a Railroad on account of the cars during the term of this lease and those pursuant to Paragraph 2 (a&b) hereof, shall be paid by Lessee.

**Right of
Entry:**

13. Lessor shall be permitted to enter the property where the cars are used or stored, at Lessor's own cost and during normal business hours, for the purpose of making car inspections. Lessor will provide Lessee 48

hours advance notice for a planned inspection.

**Payment of
Taxes:**

14. During the term of the Agreement, Lessee shall promptly pay, when due, use rental, and excise taxes, assessment and other governmental charges, whatsoever, whether payable by Lessor or Lessee, on or relating to the use of the cars leased hereunder prorated to the actual time covered by this lease or extensions thereof. Lessor specifically warrants and represents that as of the date of delivery of each and every car, all sales, use, rental and excise taxes, personal property taxes, assessments and other governmental charges due on such cars have been paid in full and Lessor agrees to indemnify and hold harmless Lessee from any obligations for such taxes.

Lessor is responsible for paying taxes on income generated from the lease of the cars.

Liens:

15. Lessee shall not cause or allow any encumbrances or liens to attach to the cars or otherwise permit a cloud on Lessor's title thereto.

**Marking
of Cars:**

16. Lessee shall keep the cars, subject to lease, free of any marking which might be interpreted as a claim of ownership.

Default:

17. The happening of any of the following events shall

be considered an "event of default" unless cured by Lessee:

- (a) Nonpayment by Lessee, within ten days after written notice from Lessor demanding payment thereof.
- (b) Failure of Lessee to comply with, or perform, any of the other material terms and conditions of the Agreement within thirty (30) days after receipt of written notice from Lessor demanding compliance therewith and performance thereof.
- (c) The appointment of a receiver or trustee in bankruptcy for Lessee for any of its property and the failure by such receiver or trustee to adopt and assume and agree to perform the obligation of Lessee hereunder within thirty (30) days after such appointment.

Remedies:

18. Upon the happening of any of the events of default as herein defined, the Lessor or its assignee may then or at any time thereafter, without notice, take possession of the car(s) and any accessions thereto, wherever same may be found, and remove, keep or dispose of the same and the balance of unpaid rentals shall become due

and payable in full. To the extent that any car is released, Lessee shall only be responsible for paying any net rental deficiency during the remaining term of this lease including the cost incurred in obtaining such release. If any step is taken by legal action or otherwise by Lessor to recover possession of equipment or otherwise enforce this Agreement or to collect monies due hereunder, Lessee shall pay Lessor the equivalent of the monies so expended or charges thus incurred in such behalf including all reasonable costs and attorney fees.

Filing:

19. Lessor intends to cause this Lease to be filed and recorded with the STB pursuant to Section 11301 of the Surface Transportation Board Act. Lessee shall from time to time do and perform any other act, and execute, acknowledge, deliver, any and all further instruments required by law, or reasonable requested by Lessor, for the purpose of protecting its title and rights, or for the purpose of carrying out the intention of this Agreement, and Lessee will promptly furnish to Lessor certificates or other evidences of all such filing, registering, and recording in form satisfactory to Lessor.

Miscellaneous:

20. It is mutually agreed that the time of payment

of rentals is of the essence of this Agreement and that this Agreement and any Rider now and hereafter entered into is subject and subordinate to any Security Agreement or Conditional Sale Agreement on the cars heretofore of hereafter established by Lessor.

Disclaimer of Warranties:

21. Lessor, being neither the manufacturer of the units nor the manufacturer's agent, hereby expressly disclaims and makes to Lessee no warranty or representation, expressed or implied, or merchantability of fitness for any particular purpose or otherwise, including, but not limited to: the fitness for use; the design or the condition of the units; the quality or capacity of the units; the workmanship in the units; or that the units will satisfy the requirements of any law, rule specification or contract pertaining thereto, it being agreed that all such risks, as between Lessor and Lessee, are to be borne by the Lessee. Lessor is not responsible or liable for any direct, indirect or consequential damage to, or losses resulting from the installation, operation of, use of the units or any unit. Lessor hereby acknowledges that any manufacturer's and/or seller's warranties are for the benefit of both Lessor and Lessee. Lessee's acceptance of delivery of the units

shall be conclusive evidence, as between Lessor and Lessee, that each unit is in all of the foregoing respects satisfactory to the Lessee, and the Lessee will not assert any claim of any nature whatsoever against Lessor based on all or any one of the foregoing matters.

**Inspection
of Cars:**

22. Lessee shall inspect the cars and provided written notice of Lessee's acceptance of the cars. Said acceptance by the Lessee shall be conclusive evidence (i) of the fit and suitable condition of each car for the purpose of transporting Sand then and thereafter loaded therein, and (ii) that they are the cars described in Riders. If Lessee fails to provide Lessor written notice of acceptance within thirty days after Lessee's receipt of the car(s), it is understood that the cars are accepted and comply with this lease. At termination of Lease, a joint inspection will be made; and acceptance thereof by the Lessor shall be conclusive evidence (i) of the fit and suitable condition of such car as required by Paragraph 2(d) hereof; and (ii) that they are the cars described in the Riders.

**Car
Monitoring:**

23. Lessor will have the right to obtain information from Lessee concerning the location and movement of cars

subject to this Agreement.

Notice:

24. All notices provided for herein shall be given in writing and telefaxed, or sent by registered or certified mail, return receipt requested. The effective date of the notice shall be the date of the telefax transmittal receipt, or date of delivery shown on the return receipt. The respective addresses for notice shall be the addresses of the parties given in writing at the execution of the Agreement. Such addresses may be changed by either party giving written notice thereof to the other party

**Governing
Law:**

25. The terms of this Agreement and all rights and obligation hereunder shall be governed by the laws of the State of Texas, in which state it has been executed and delivered.

**Option to
Extend:**

26. Lessee shall have the right to extend this lease by written notice to Lessor 120 days prior to the end of the initial lease or extensions thereof.

Assignment:

27. Lessor shall have the right at any time to sell, assign, pledge, or transfer all or any part of this lease and/or the equipment covered thereby; but only if such assignment pledge or transfer will not effect Lessee's rights hereunder. Lessee shall not have the right to

assign its interest in this lease or sub-lease the equipment covered thereby without the prior written consent of Lessor. Such consent will not be unreasonably withheld.

**Entire
Agreement:**

28. No other representations, warranties, promises, guarantees, or agreements, oral or written, expressed or implied, have been made by either party hereto with respect to this Agreement, except as expressly provided herein or executed by Letter Agreement contemporaneously herewith. This Agreement constitutes the entire Agreement between the parties hereto with respect to the leasing of the rail cars. Any change or modification of this Agreement must be in writing and signed by both parties hereto.

Waiver:

29. Failure of either Party to require performance of any provision of this Agreement shall not effect either Party's right to require full performance thereof at any time thereafter, and the waiver by either party of a breach of any provisions hereof shall not constitute a waiver of a similar breach in the future or of any other breach or nullify the effectiveness of such provision.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers and duly attested, as to the date first above written.

(Corporate Seal)

I T G, INC.
(Lessor)

ATTEST:

By: Lellen Skellern
Its: Asst. Secretary

By: Joseph S. Saylor
Its: President

Address

106 N. Main St.
Victoria, Texas 77901

(Corporate Seal)

Wedron Silica Company
(Lessee)

ATTEST:

By: Lisa Jackson
Its: Admin Asst Transportation

By: Thomas M. Thompson
Its: V.P. of Traffic

Address:

South Olive Street
Wedron, Illinois 60557

RIDER NO. 01

To Master Agreement No. ITG-2384

It is hereby agreed that effective March 20, 1997 this Rider shall become a part of Master Car Agreement No. ITG-2384, between Wedron Silica Company and ITG, Inc., dated March 20, 1997, and the cars described herein shall be placed in service subject to the terms set forth below:

CAR INITIAL NUMBERS:	11500 thru 11513
CAR OWNER MARKS:	ITGX
CLASS OF CAR:	LO/C-111
NUMBER OF CARS:	FOURTEEN (14)
CAPACITY OF CARS:	100-Ton 2980 Cu. Ft.
COMMODITY LIMITATION:	Sand Products
DELIVERY POINT:	Ottawa, Illinois
RENTAL:	\$400.00 per car per month payable monthly in advance as provided for in Paragraphs 3 & 4 of Lease ITG-2384
TERM:	For a minimum of sixty (60) months as defined in Paragraphs 3 & 4 of Lease ITG-2384

(Corporate Seal)

ATTEST:

By: [Signature]
Its: Asst. Secretary

I T G, INC.

By: [Signature]
Its: President

(Corporate Seal)

By: [Signature]
Its: Admin Asst Transportation

Wedron Silica Company

By: [Signature]
Its: V.P. of Sales

RIDER NO. 02

To Master Agreement No. ITG-2384

It is hereby agreed that effective March 20, 1997, this Rider shall become a part of Master Car Agreement No. ITG-2384, between Wedron Silica Company, and ITG, Inc., dated March 20, 1997. In the event a car(s) is damaged or destroyed by Wedron Silica Company, its agents, or material suppliers and the car(s) is beyond economical repair, the settlement value for such destroyed car(s) payable to ITG, Inc., with Wedron Silica Company, to retain the destroyed unit for their disposition is:

INSURANCE & CASUALTY SCHEDULE

ITGX 11500 thru 11513

<u>YEAR</u>	<u>VALUE</u>
1 thru 3	\$26,000.00
4	\$23,000.00
5	\$21,000.00

(Corporate Seal)

ATTEST:

By: *Lellen Skellenger*
Its: Asst. Secretary

I T G, INC.

By: *Richard Segal*
Its: President

(Corporate Seal)

By: *Lisa Sackron*
Its: Admin Asst. Transportation

WEDRON SILICA COMPANY


By: *Thomas M. Pappas*
Its: V.P. of Traffic

THE STATE OF TEXAS §

COUNTY OF VICTORIA § KNOW ALL MEN BY THESE PRESENTS:

I, the undersigned Notary Public, hereby certify that the attached and foregoing 18 pages are a true, correct and authentic copy of the original Railroad Car Lease Agreement #ITG-2384.

SIGNED the 8th day of April, 1997.



Notary Public in and for the
State of Texas

Doris J. Rohan